

AGREEMENT

Between

THE

BOROUGH OF MADISON
MORRIS COUNTY, NEW JERSEY

And

THE

FIREFIGHTER'S
MUTUAL BENEVOLENT ASSOCIATION
LOCAL No. 74

Prepared By:

FMBA Local No. 74

FOR THE TERM COMMENCING JANUARY 1, 2012
AND ENDING DECEMBER 31, 2012

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PREAMBLE

This agreement, made this 28th day of MARCH 2011 by and between the BOROUGH OF MADISON, New Jersey, hereinafter referred to as the "BOROUGH" and the FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION of Madison, New Jersey Local No. 74, is designed to maintain and promote a harmonious relationship between the Borough of Madison and its employees who are within the provisions of this Agreement, in order that efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATION

The Borough recognizes FMBA Local No. 74 (hereinafter referred to as "FMBA") as the sole and exclusive representative for the purpose of collective negotiations concerning rates of pay, fringe benefits, hours of employment, procedures for adjustment of grievances and other conditions of employment for all full time paid Captains and paid Firefighters hereinafter referred to as "employees".

ARTICLE II

CHECK OFF OF UNION DUES

Section 1

Upon receipt of proper written authorization of a member of the FMBA, the Borough shall deduct FMBA dues from his/her first paycheck each month in the amount so authorized and shall remit the monies collected to the Treasurer of the FMBA once each month.

Section 2

Any employee not wishing to belong to the certified bargaining agent will pay a service charge according to State Law.

Section 3

The FMBA agrees to indemnify and hold the Borough harmless from and against any and all claims arising under this provision.

ARTICLE III

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 – Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2 – Definition

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by the FMBA on behalf of an individual or group of individuals.

GRIEVANCE PROCEDURE AND ARBITRATION – (contd.)

Section 3 – Procedure

Step 1 - An aggrieved employee shall submit a grievance in writing to the Chief of the Fire Department within fifteen (15) calendar days of occurrence in question. Only those grievances submitted in writing within fifteen (15) calendar days of the occurrence shall be deemed to be timely filed.

Step 2 - The Chief of the Fire Department shall submit his/her decision in writing within fifteen (15) calendar days of the submission of the grievance to the employee.

Step 3 - Within fifteen (15) calendar days of the decision of the Chief of the Fire Department, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Administrator who shall have fifteen (15) calendar days to submit his/her written decision.

The aggrieved employee has a right to representation by an official of the FMBA in Steps 1, 2, and 3 hereof.

Step 4 - Arbitration. Within fifteen (15) calendar days of the transmittal of the written decision by the Borough Administrator, if the grievance involves a dispute over the application or interpretation of the terms of this Agreement and is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to binding arbitration as hereinafter set forth.

If either party demands that a grievance be arbitrated, the parties will jointly request the Public Employment Relations Commission (PERC) to arrange for the selection of an arbitrator in accordance with the PERC procedures. Such arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on both parties. The arbitrator's decision shall in no way alter, add to, or delete from the terms of this Agreement. He/she shall decide the dispute within thirty (30) days after the hearing has been closed. The fee and expenses of the arbitrator shall be borne equally by the parties. Only the Borough or the FMBA shall have the right to submit a grievance to arbitration.

Section 4 - General Provisions

- (a) The steps provided for herein may be waived by mutual agreement of the parties.
- (b) If the Borough fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.
- (c) All conferences and hearings conducted under any grievance procedure shall be conducted in private by the Fire Chief or Administrator, and shall be limited to the parties in interest, their representatives, the witnesses and such other persons as are reasonably necessary for a fair and equitable determination.

ARTICLE IV

DISCIPLINE AND DISCHARGE

Section 1

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee, regardless of seniority, for good and just cause.

Section 2

Any actions taken by the Borough under this Article shall be subject to Article III, GRIEVANCE PROCEDURE AND ARBITRATION.

Section 3

The Borough shall follow State Statutes when handling Discipline.

ARTICLE V

HOURS OF WORK

Section 1

Regular hours of work for each employee covered by this Agreement shall be an average of forty-two (42) hours per week, based on an eight (8) week cycle of ten (10) hour days and fourteen (14) hour nights. Day tours are 8:00 a.m. to 6:00 p.m. and night tours are 6:00 p.m. to 8:00 a.m. the following morning. A "floater" may be used to cover vacations and absences due to sickness, injury or other causes. In addition each employee must respond to all fire calls and attend drills whenever available during the year. This includes response to calls and attendance at drills during the above working hours and response to alarms while off regular duty or on standby.

Section 2

Should the Borough contemplate any changes in the above work schedule, such changes shall be discussed and explored with the FMBA prior to being instituted.

Section 3

The Fire Captains and designated Day Shift Firefighters shall work a forty (40) hour week, Monday through Friday, with normal hours from 8:00 a.m. to 4:30 p.m., with one half hour for lunch between 12:00 p.m. and 2:00 p.m. It is understood that these working hours are subject to change if operating conditions make this necessary.

ARTICLE VI

PAY DATES

All paydays shall be twice per month on the 1st and 15th for a total of twenty-four (24) pay periods per year. When the 1st or 15th of the month falls on a Saturday, Sunday or holiday, the Borough agrees that pay checks will be made available to employees on the business day prior to that date.

ARTICLE VII

OVERTIME PAY

Section 1

An employee who for any reason, other than regular response to fire calls and drills, is ordered by the Chief or other officer in charge to work in excess of two (2) ten-hour day shifts and two (2) fourteen-hour night shifts in any regularly assigned work week shall be compensated at the rate of one and one-half (1 ½) times his/her regular straight time rate of pay for all such excess hours.

Section 2

Any employee who is held over his/her assigned shift as the result of an alarm of fire or other emergency declared by the officer in charge of the Fire Department shall be compensated at one and one-half (1 ½) times his/her regular straight time rate of pay for the time during which duty is actually performed, but in any event for not less than one (1) hour of time.

Section 3

Any employee who, during periods of emergencies, is ordered by the Governor, the Mayor, Fire Chief or the Borough Administrator to be at the firehouse in excess of twenty-four (24) hours shall receive a reimbursement for each meal in the amount of \$3.50 per meal.

Section 4

Any hours worked, other than regular response to fire calls and drills, by the Fire Official beyond forty (40) hours in a given week shall be paid at a time and a half rate.

Section 5

Any employee who renders service to the Fire Department in response to fire calls or attendance at drills while off duty shall not receive additional compensation for such services rendered unless such services cause the employee's total hours in the established twenty-eight (28) day cycle to exceed 212 hours worked. All hours worked in response to fire calls or attendance at drills while off regular duty in excess of 212 hours shall be compensated in compensatory time at a time and one half rate (1 ½) as stipulated in the Fair Labor Standards Act (FLSA). The time accumulated shall be taken by the employee with the approval of the Chief during a time period when the floater is available to cover the shift left short by the absence. Compensatory time must be used within the year that it is earned. If less than ten (10) hours are available at the end of that year, the time may be used during the following year, but in no case may any of the time be carried beyond the second calendar year.

OVERTIME PAY – (contd.)

Section 6

Overtime pay may be delayed one pay period. That is, the employer reserves the right to pay overtime in the pay period next following the period in which the overtime is earned.

Section 7

Any required schooling during off duty hours, ordered by the Chief, shall be paid at the overtime rate or compensated for by equal time off as determined by the employee.

A R T I C L E VIII

STANDBY DUTY

Section 1

Standby duty shall consist of an assigned off-duty employee being available and ready for active duty as soon as possible. Whenever any employee shall be and remain available on assigned standby as a regular part of his/her shift work, that employee shall receive the following compensation:

- A) Standby shall be paid at nineteen and one half (19 ½) hours pay every other payday (twelve (12) times per year).
- B) In the event that an employee performs actual duty while on standby, he/she shall be compensated for such duty at his/her regular overtime rate.

Section 2

Whenever an employee shall be, and remains available on his/her normal assigned standby duty, and such standby duty occurs on Christmas Day, New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day or Thanksgiving Day, he/she will be paid four (4) hours compensation at his/her hourly rate in addition to his/her regular standby compensation.

Section 3

The Fire Captains shall not serve on standby duty and shall not be compensated for standby.

ARTICLE IX

HOLIDAYS

The Fire Captains and Day Shift Firefighters shall be given time off with pay for all holidays listed below.

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4 th	Christmas Day

ARTICLE X

SICK LEAVE, LEAVE OF ABSENCE AND PERSONAL DAYS

Section 1 - Sick Leave

No employee shall absent himself/herself from duty by reason of sickness or injury without the permission of the Chief of the Fire Department or other officer in charge. He/she shall promptly report such sickness or injury to the Chief or other officer in charge before his/her next tour of duty, if possible, or in any event within twenty-four (24) hours. If such absence is over three (3) working days the employee shall furnish a physician's statement to the Chief of the Fire Department within a week. If an employee is absent for five (5) non-consecutive days in a calendar year, such employee may be required to be examined by a physician designated and compensated by the Borough. The physician's statement shall set forth the cause and nature of the illness and certify that the employee is again fit to return to work. Additional physician's statements may be requested by the Borough Administrator in the case of a protracted absence because of illness or injury.

Unless expressly exempted from this provision in whole or in part by the Chief or other officer in charge, no employee who is absent from duty because of an injury or illness requiring the services of a physician shall return to active duty until he/she presents to the Chief a physician's statement indicating that he/she is fit for active duty.

Every employee shall be entitled to sick leave with pay for reason of sickness or disability on the following basis:

- (a) During the first year of employment, one (1) workday of sick leave for each completed calendar month of service.
- (b) After one (1) full year of employment, twelve (12) workdays of sick leave, in each calendar year.
- (c) Employees hired on or before 1/1/06 who retire can cash in two (2) accumulated sick days and receive one (1) day pay for a total of one hundred (100) days. Employees hired on or after 1/1/06 who retire can cash in three (3) accumulated sick days and receive one (1) day for a total of one hundred (100) days. Said days are based on eight (8) hours, except for shift firefighters whose days shall be based on twelve (12) hours.

SICK LEAVE, LEAVE OF ABSENCE AND PERSONAL DAYS – (contd.)

Section 2 - Leave of Absence

The Council of the Borough of Madison may grant a leave of absence to any employee who shall become injured, ill or disabled from any cause so as to be physically unfit for duty during the period of such disability and physical unfitness for duty. Such injury, illness, or disability shall be evidenced by the certificate of a physician designated by the Borough Council to examine him/her. No such leave of absence with pay shall exceed one (1) year commencing from the date of such injury, illness or disability.

Section 3 - Personal Days

- a) Each employee with at least one full year of service is entitled to two (2) Personal Days which shall not be charged against accumulated sick leave.
- b) In addition, an employee with one year of service shall be allowed one (1) day of personal leave per calendar year with full pay if three (3) or less sick days are used in the previous year. The use of this personal day shall be approved by the Chief.

ARTICLE XI

DEATH IN FAMILY

- a) In the event of a death in the immediate family an employee shall be granted up to four (4) working days off with pay within seven days of the occurrence. That is, employees can spend seven days with their family and the work time scheduled during these seven days will be paid time off. If there are extenuating circumstances, the Chief of the Department shall make adjustments if necessary.

Immediate family shall be construed as meaning wife, husband, child, father, mother, father-in-law, mother-in-law, sister or brother, grandfather and grandmother. For all other relatives, a one (1) day leave will be granted.

- b) The Fire Captains and Day Shift Firefighters shall be granted five (5) working days leave with pay in the event of a death in the immediate family.

ARTICLE XII

VACATIONS

Each employee shall be granted an annual vacation with pay on the following basis:

Section 1

New employees during their first two calendar years of service and up until the start of the third full calendar year, shall accumulate .667 vacation days for each month in which employee worked or received pay for more than ten (10) days. Days accumulated in the first calendar year may be carried over into the second calendar year.

VACATIONS – (contd.)

Section 2

Employees who are starting their third calendar year shall be entitled to eight (8) vacation days in advance at the beginning of the year. Days granted at the beginning of a calendar year must be used within that year.

Section 3

Twelve (12) working days vacation during the calendar year in which the fifth (5th) anniversary of his/her employment occurs.

Section 4

Sixteen (16) working days vacation during the calendar year in which the twelfth (12th) anniversary of his/her employment occurs.

Section 5

Eighteen (18) working days vacation during the calendar year in which the twentieth (20th) anniversary of his/her employment occurs.

Section 6

In the year in which the employee celebrates the twenty-first (21st) anniversary of his/her employment, one (1) day in addition to the above vacation allotment will be granted, and in the year in which the employee celebrates the twenty-second (22nd) anniversary of his/her employment, one (1) additional day to the above vacation allotment will be granted. This will make a total of twenty (20) vacation days during the year in which the employee celebrates his/her twenty-second (22nd) anniversary of employment.

Section 7

The authority for the approval of an employee's vacation schedule is vested in the Chief of the Fire Department. Preference in the selection and assignments of vacation periods will be given by rank; in the case of equal rank, preference shall be given according to length of service in that rank.

Section 8

No employee shall take his/her vacation in installments of one (1) or two (2) days at a time. He/she shall take his/her vacation during the single continuous periods of two (2) weeks or one (1) week unless otherwise approved by the Chief of the Fire Department.

Section 9

All vacations must be used during the calendar year in which earned and cannot be accumulated; provided, however, that when an employee delays his/her vacation upon orders of the Chief of the Fire

VACATIONS – (contd.)

Department, with the approval of the Borough Administrator, such time may be rescheduled in the calendar year which immediately follows.

Section 10

The vacation period will commence on January 1st in any calendar year and must be used by December 31st of said year, except as provided above.

Section 11

Continuous service shall mean unbroken service as determined by the Borough records. Approved leaves of absence do not constitute a break in service.

Section 12 - Vacations for Captains and Day Shift Firefighters

The Fire Captains and Day Shift Firefighters work an eight-hour day. They shall be granted an annual vacation with pay on the following basis:

After June 1st following the date of employment, one (1) day of vacation for each full month of employment prior to June 1st, provided, however, that said vacation period shall not exceed a maximum of ten (10) days. In the following year, such employee will be entitled to ten (10) days vacation but not until after the anniversary date of employment. In succeeding years, such employee may take his/her vacation any time subsequent to January 1st as approved by the Fire Chief.

Fifteen (15) days vacation shall be granted during the calendar year in which the fifth (5th) anniversary of employment occurs.

Twenty (20) days vacation during the calendar year in which the twelfth (12th) anniversary of his/her employment occurs.

In addition to the above vacation allotment one (1) day will be granted in the year in which the employee celebrates the twentieth (20th) anniversary, (2) days will be granted in which the employee celebrates the twenty-first (21st) anniversary, and (2) days will be granted in which the employee celebrates the twenty-second (22nd) anniversary. This will make a total of twenty-five (25) vacation days during the calendar year in which the twenty-second (22nd) anniversary of employment occurs.

Section 13 – Proration of Vacation Time During Final Year of Employment

Vacation time earned will be prorated according to the number of months worked in the year an employee terminates his/her service with the Borough.

A R T I C L E XIII

FMBA BUSINESS LEAVE

Section 1

The members of the FMBA negotiating committee, not to exceed four (4) in number, shall after adequate advance notice to the Chief of the Fire Department be granted time off from duty, and shall suffer no loss of regular pay for all meetings between the Borough and the FMBA for the purpose of negotiation of the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2

A representative of the FMBA (the President or his/her designee) shall after adequate advance notice to the Chief of the Fire Department be granted time off from duty, and suffer no loss of regular pay for all meetings between the Borough and the FMBA for the purpose of processing grievances when such meetings take place at a time during which such FMBA representative is scheduled to be on duty.

Section 3

The Executive Delegate, or his/her designee, shall be granted leave from duty with full pay for all membership and State meetings of the FMBA when such meetings take place at a time when such member is scheduled to be on duty. The term "meetings" means the regular monthly meeting and any emergency meetings, not to exceed three (3) emergency meetings per year; provided that the President give reasonable notice to the Chief of the Fire Department and his/her absence will not unduly affect the operation of the department.

Section 4

The FMBA agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood that such time off refers solely to the time period required to attend such meetings. It is further understood that the FMBA will use every effort to schedule such meetings so as to minimize the number of members who may be required to attend while on duty.

Section 5

The Executive Delegate and the President of the FMBA shall be granted leave from duty with full pay for the annual State FMBA Convention provided that they give at least sixty (60) days advance notice to the Chief of the Fire Department of the date of the meeting and the names of the attendants. Payment shall be granted only for those days the Executive Delegate and the President of the FMBA are actually scheduled for duty (maximum of three (3) workdays).

ARTICLE XIV

LONGEVITY

Section 1

All paid Firefighters and Captains shall receive Longevity increments based upon years of service in accordance with the following schedule:

After four (4) years of service	\$350
After nine (9) years of service	\$450
After fourteen (14) years of service	\$550
After nineteen (19) years of service	\$650
After twenty-four (24) years of service	\$750
After twenty-nine (29) years of service	\$850

Longevity benefits shall be added to the regular pay January 1st of each year.

In order to qualify for this benefit, the employee must have completed the years of service listed above by December 31st of the previous year.

ARTICLE XV

PROMOTIONS

All promotions within the Paid Division of the Fire Department covered by this Agreement shall be made from the membership of the Paid Division as constituted at the time of such promotion, and shall be made with due regard to the length of service of the employee proposed to be promoted and his/her merit in the Department. When merit is relatively equal, preference shall be given to the employee who has served the longest period of time in the Department. Employees being considered for the rank of Captain must meet the educational requirements. The Captain to serve as Sub-Code Official must have a State license as required by N.J.A.C. 5:23-5.12, while the Captain to serve as Fire Official must hold a State license as required by N.J.A.C. 5:71-4.4.

ARTICLE XVI

MEDICAL AND HEALTH INSURANCE

Section 1

Employees covered by this Agreement and the eligible members of their families shall receive medical and health insurance through the Borough.

Section 2

The Borough has the right at any time to seek and secure another health insurance carrier to provide medical and health insurance coverage of an equal or equivalent level to the plan referenced herein.

MEDICAL AND HEALTH INSURANCE ~ (contd.)

Section 3

The maximum lifetime benefit shall be as defined in the attached document (Attachment E) regarding the State Health Benefit Direct 15 Plan (SHBP).

Section 4

The pre-paid dental plan covering employees and their eligible dependents shall be purchased by the Borough at its expense subject to a maximum employer contribution of \$350 per employee per year. See attached document (Attachment E) regarding the Delta Dental PPO Plus Premier/Advantage Program incorporated herein by reference.

Section 5

The Borough agrees to cover employees in this bargaining unit by insurance provided and controlled by the Borough at the time when the employee is performing the duties and acting in the capacity of a firefighter. Firefighting activities to be covered shall include alarms, drills, and any other work activities approved by the Chief. It is not the intention of this provision to extend the insurance responsibilities of the Borough as it relates to the coverage under State law or that which has been granted to employees by the Borough in the past.

Section 6

The Medical & Health Insurance coverage provided by the Borough shall be the State Health benefits Direct 15 Plan (SHBP) as it may be amended or revised for the duration of this Agreement. Attachment E reflects the current benefits of the State Health Benefits Direct 15 Plan (SHBP). The FMBA agrees to maintain the existing health benefits coverage as reflected on Exhibit E of the current contract until such time that all other bargaining units agree to enroll in the SHBP.

A R T I C L E XVII

CLOTHING MAINTENANCE

Jackets are provided by the Borough and are replaced when required in accordance with the judgment of the Chief.

The cleaning of these items is provided by the employee. All uniform and safety shoe purchases must be in accordance with specifications established by the Borough.

The Borough shall continue to supply as needed, in the judgment of the Chief, protective firefighting gear such as coats, boots, helmet, face shield and gloves.

A R T I C L E XVIII

EFFECT OF THIS AGREEMENT

Section 1

All ordinances of the Borough pertaining to the Fire Department which are not specifically abridged or modified by this Agreement are to remain in full force and effect.

Section 2

In the event that any provision of the Agreement shall at any time be declared invalid by Legislative Act, or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

A R T I C L E XIX

BAN ON STRIKES

Section 1

It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and there should be no interference with such operation. Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, and the parties hereto agree that there will not be, and that the FMBA, its officers, members, agents or principles will not engage in, encourage, sanction or suggest strikes, slowdowns, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

Section 2

The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown or other such interference.

Section 3

The FMBA shall not be held liable for unauthorized acts of employees, provided the FMBA does everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned and ordering all who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XX

WAGES

The wage schedules attached to this agreement and marked ATTACHMENT A,B,C,&D shall be effective during the term of this Agreement.

Years of service shall be adjusted on the anniversary date of hire. The Firefighter Probationary Year classification shall end on the first anniversary. Firefighter First Year shall begin on the first anniversary and end on the second. Firefighter Second Year shall begin on the second anniversary date of hire and end on the third. Third and Fourth Year Firefighter and thereafter shall follow the same pattern.

ARTICLE XXI

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or by any of its agents against the FMBA or against any employee because of membership or activity in the FMBA. There shall be no discrimination or coercion by the FMBA or any of their agents against any employees covered by this Agreement because of membership or non-membership in the FMBA, nor shall the Borough discriminate in favor of, or assist any other labor or Fire-related organization which in any way affects the FMBA's right as certified representative for the period during which the FMBA remains the certified representative of the employees. Neither the Borough nor the FMBA shall discriminate against any employee because of race, creed, color, age or national origin. The Borough will cooperate with the FMBA with respect to all reasonable requests concerning the FMBA's responsibilities as certified representatives.

A R T I C L E XXII
MANAGEMENT RIGHTS

Section 1

The Borough hereby retains the right to manage and control Fire Department facilities and in addition retains the right to direct the working force, hire, promote, discipline or discharge employees for just cause.

Section 2

The Borough, in accordance with the applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to:

- a) The executive management and administrative controls of the Borough Government and its properties and facilities, and the activities of its employees.
- b) Hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote employees.
- c) Suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

It also retains the right to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Fire Department in any situation whatsoever.

A R T I C L E XXIII
SAFETY

To help insure against injury on the job, the FMBA may submit proposed changes in safety regulations, including the operation of equipment, which shall be reviewed with representatives of the Borough.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2012 and shall continue and remain in force and effect to and including December 31, 2012 and shall continue from year to year thereafter unless written notice of desire to cancel, modify or terminate same is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties have set their hands and seal this 28th day of March, 2011.

BOROUGH OF MADISON

BY: Mary-Anna Holden
Mary-Anna Holden
Mayor

BY: R
Raymond M. Codey
Administrator

FIREFIGHTER'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL NO. 74

BY: G. David Carey
G. David Carey
President

BY: Kevin T. Williams
Kevin T. Williams
Executive Delegate

Attachment 'A'
2011-2012 FMBA Contract
Wage Schedule by Job Classification

CAPTAIN

	2011	2012
	\$ 109,795	\$ 111,442

FIREFIGHTER

	2011	2012
Over 4 Years	\$ 92,742	\$ 94,133
Fourth Year	\$ 78,984	\$ 80,169
Third Year	\$ 70,126	\$ 71,178
Second Year	\$ 61,356	\$ 62,276
First Year	\$ 54,624	\$ 55,443
Probationary Year	\$ 44,503	\$ 45,171

* Note: This schedule shall apply to all members of the bargaining unit hired before May 14, 2010.

Attachment 'B'
2011-2012 FMBA Contract
Wage Schedule by Job Classification

FIREFIGHTER / INSPECTOR

	2011	2012
Over 4 Years	\$ 90,137	\$ 91,489
Fourth Year	\$ 76,984	\$ 78,139
Third Year	\$ 68,515	\$ 69,543
Second Year	\$ 60,133	\$ 61,035
First Year	\$ 53,697	\$ 54,503
Probationary Year	\$ 44,022	\$ 44,682

* Note: This schedule shall apply to all members of the bargaining unit hired before May 14, 2010.

Attachment 'C'
2011-2012 FMBA Contract
Wage Schedule by Job Classification

CAPTAIN

	2011	2012
	\$ 109,795	\$ 111,442

FIREFIGHTER

	2011	2012
Seventh Year	\$ 92,742	\$ 94,133
Sixth Year	\$ 86,642	\$ 87,942
Fifth Year	\$ 80,535	\$ 81,743
Fourth Year	\$ 74,428	\$ 75,544
Thrid Year	\$ 68,321	\$ 69,346
Second Year	\$ 62,214	\$ 63,147
First Year	\$ 56,107	\$ 56,949
Probationary Year	\$ 50,000	\$ 50,000

* Note: This schedule shall apply to all members of the bargaining unit hired on or after May 14, 2010.

Attachment 'D'
2011-2012 FMBA Contract
Wage Schedule by Job Classification

FIREFIGHTER / INSPECTOR

	2011	2012
Seventh Year	\$ 90,137	\$ 91,489
Sixth Year	\$ 84,404	\$ 85,670
Fifth Year	\$ 78,670	\$ 79,850
Fourth Year	\$ 72,936	\$ 74,030
Third Year	\$ 67,202	\$ 68,210
Second Year	\$ 61,468	\$ 62,390
First Year	\$ 55,734	\$ 56,570
Probationary Year	\$ 50,000	\$ 50,000

* Note: This schedule shall apply to all members of the bargaining unit hired on or after May 14, 2010.

EXHIBIT E

**BOROUGH OF MADISON
NEW JERSEY STATE HEALTH BENEFITS VS BOROUGH OF MADISON NEW HMO PLAN ANALYSIS**

Borough of Madison New Plan, Eff. 1/1/11		NJDIRECT10 In-Network		NJDIRECT10 Out-of-Network		SHIP In-Network		SHIP Out-of-Network	
UCR Level Precertification Requirements	80th percentile of RAC None except Durable Medical Equipment (out-network) & Private Duty Nursing w/Actus RECOMMENDED for select list of services.	N/A	N/A	Precertification is required for certain services and all inpatient admissions. If utilization limit not exceeded for out-of-the-network services, charges will be deemed not certified and not subject to out-of-pocket limit.	N/A	Precertification is required for certain services and all inpatient admissions. If utilization limit not exceeded for out-of-the-network services, charges will be deemed not certified and not subject to out-of-pocket limit.	N/A	Precertification is required for certain services and all inpatient admissions. If utilization limit not exceeded for out-of-the-network services, charges will be deemed not certified and not subject to out-of-pocket limit.	N/A
Deductible Coinsurance	None 100% for Office Visits/Preventive Care services; 90% for all other services \$400 Ind./\$800 Family (includes coinsurance, excludes copays)	\$500/\$1,000 70%	None 100%	\$1,000/\$2,000 includes deductible	\$1,000/\$3,000 (includes coinsurance, excludes deductible)	\$1,000/\$6,000 (includes coinsurance, excludes deductible)	\$1,000/\$6,000 (includes coinsurance, excludes deductible)	\$1,000/\$6,000 (includes coinsurance, excludes deductible)	\$1,000/\$6,000 (includes coinsurance, excludes deductible)
Out-Of-Pocket Max. Lifetime Max.	Unlimited Not Required	Unlimited Not Required	Unlimited Not Required	Unlimited Not Required	Unlimited Not Required	Unlimited Not Required	Unlimited Not Required	Unlimited Not Required	Unlimited Not Required
Primary Care Physician Referrals	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
Primary Care Physician Office Visit Specialist Office Visit	100% after \$30 Copay 100% after \$50 Copay Healthcare Free From Financial Obligation Guarantee: coverage extended if physician or hospital bills are not paid by insurance company or other third party	70% after Deductible 70% after Deductible	100% after \$30 Copay 100% after \$50 Copay Healthcare Free From Financial Obligation Guarantee: coverage extended if physician or hospital bills are not paid by insurance company or other third party	70% after Deductible 70% after Deductible	100% after \$10 Copay (Annual Mammals payable at 100% no copay)	100% after \$15 Copay (Annual Mammals payable at 100% no copay)	100% after \$10 Copay (Annual Mammals payable at 100% no copay)	100% after \$10 Copay (Annual Mammals payable at 100% no copay)	100% after \$10 Copay (Annual Mammals payable at 100% no copay)
Routine Physicals	Not Covered except for Immunizations for Children under 12. Benefits for child immunizations are subject to deductibles.	Not Covered except for Routine OB/Gyn exams, Mammals, & immunizations for children under 12. Benefits for these services are subject to deductible coins.	Not Covered except for Routine OB/Gyn exams, Mammals, & immunizations for children under 12. Benefits for these services are subject to deductible coins.	Not Covered except for Routine OB/Gyn exams, Mammals, & immunizations for children under 12. Benefits for these services are subject to deductible coins.	100% after Deductible 100% w/ separate \$200 Det	100% after Deductible 100% w/ separate \$200 Det	100% after Deductible 100% w/ separate \$200 Det	100% after Deductible 100% w/ separate \$200 Det	100% after Deductible 100% w/ separate \$200 Det
Inpatient Hospital	70% after Deductible	100%	70% after Deductible	70% after Deductible	100%	100%	100%	100%	100%
Outpatient Hospital	70% after Deductible	100%	70% after Deductible	70% after Deductible	100%	100%	100%	100%	100%
Emergency Room Diagnostic X-Ray & Lab	\$100 copay, then 90% subject to out-of-pocket max. 100% when part in DRs office or at participating lab \$250/admission; then 90% subject to out-of-pocket max.	100% after \$25 Copay 70% after Deductible	\$100 copay, then 90% subject to out-of-pocket max. 100% when part in DRs office or at participating lab \$250/admission; then 90% subject to out-of-pocket max.	100% after \$25 Copay 70% after Deductible	100% after \$25 Copay 70% after Deductible	100% after \$25 Copay 70% after Deductible	100% after \$25 Copay 70% after Deductible	100% after \$25 Copay 70% after Deductible	100% after \$25 Copay 70% after Deductible
Inpatient Mental Health Limit	Covered the same as any other illness	Up to 25 days/year, balance covered at 90%	Up to 25 days/year, balance covered at 90%	Up to 25 days/year, balance covered at 90%	Up to 25 days/year, balance covered at 90%	Up to 25 days/year, balance covered at 90%	Up to 25 days/year, balance covered at 90%	Up to 25 days/year, balance covered at 90%	Up to 25 days/year, balance covered at 90%
Outpatient Mental Health Limit	100% after \$50 copay No visit limits - covered the same as any other illness	70% after Deductible No maximum	100% after \$50 copay No maximum	70% after Deductible No maximum	70% after Deductible No maximum	70% after Deductible No maximum	70% after Deductible No maximum	70% after Deductible No maximum	70% after Deductible No maximum
Chiropractic Limit	30 visits per calendar year	30 visits per calendar year	30 visits per calendar year	30 visits per calendar year	30 visits per calendar year	30 visits per calendar year	30 visits per calendar year	30 visits per calendar year	30 visits per calendar year
Annual Eye Exams	100% after \$10 copay	Not Covered	100% after \$10 copay	Not Covered	100% after \$10 copay	Not Covered	100% after \$10 copay	Not Covered	100% after \$10 copay
Vision Hardware		Not covered							

SHIP In-Network		SHIP Out-of-Network		Actus HMO/ICINA HMO In-Network Only		Actus HMO/ICINA HMO Out-of-Network	
None	N/A	Presentification is required for certain services and all inpatient admissions. If utilization limit not exceeded for out-of-the-network services, charges will be deemed not certified and not subject to out-of-pocket limit.	Presentification is required for certain services and all inpatient admissions. If utilization limit not exceeded for out-of-the-network services, charges will be deemed not certified and not subject to out-of-pocket limit.	N/A	Presentification is required for certain services and all inpatient admissions. If utilization limit not exceeded for out-of-the-network services, charges will be deemed not certified and not subject to out-of-pocket limit.	N/A	Presentification is required for certain services and all inpatient admissions. If utilization limit not exceeded for out-of-the-network services, charges will be deemed not certified and not subject to out-of-pocket limit.

Bureau of Medicine
New Plan 07/1/11

Prescription Drugs	SHIP		SHIP	
	NJ Direct	In Network	NJ Direct	In Network
Cal Yr Deductible	None		None	
Retail copays	Rx w/Medical: 90% Retailbursement at actual Rx's Rx's Retail Supply Included	Rx subject to O/N Deductible 80% after Deductible	Rx w/Medical: 90% Retailbursement at actual Rx's Rx's Retail Supply Included	Rx subject to O/N Deductible 70% after Deductible
Step Therapy	Not covered	Retail fill - max 30 day fill; Mail fill - 90 day fill	Retail fill - max 30 day fill; Mail fill - 90 day fill	Retail fill - max 30 day fill; Mail fill - 90 day fill
Maintenance Medications	2-30 day fills at Retail Pharm w/NEW Maint. Meds then must utilize Mail Order	Prior Authorization must be obtained for specific drugs before determined to meet the eligibility requirements.	Prior Authorization must be obtained for specific drugs before determined to meet the eligibility requirements.	Prior Authorization must be obtained for specific drugs before determined to meet the eligibility requirements.
Prior Authorization	Not Applicable			

2011 Pricing Rates

2011 BUDGET NOT FINALIZED

2011 Rates	
Actua Medical & Rx	UHC Medical & Rx
\$725.80	\$792.80
\$1,739.00	\$1,721.00
\$986.00	\$1,078.00
\$1,844.00	\$2,916.00

Rates

2011 Rates	
Medical & Rx	Medical & Rx
\$793.02	\$653.40
\$1,581.79	\$1,424.15
\$984.21	\$886.77
\$1,557.33	\$1,581.50

SHIP		SHIP	
In Network Only		In Network	
Actua HMO/CIGNA HMO			

SHIP		SHIP	
In Network		Out of Network	
NJ Direct	In Network	NJ Direct	In Network

Actua has indicated as of 7/1/11 that the
selected joint indicates a "gateways" vs. current benefit
selected Cigna Cigna is proposing elimination of the NJ Direct for actives and retirees